



BOULT CUMMINGS
CONNERS BERRY PLC

REGULATORY AUTH.

Henry Walker
(615) 252-2363
Fax: (615) 252-6363
Email: hwalker@boultcummings.com

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August 23, 2001

EXECUTIVE SECRETARY

David Waddell
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Re: *Generic Docket to Establish Generally Available Terms and Conditions
for Interconnection*
Docket No. 01-00526

Dear David:

Enclosed please find the original and thirteen copies of the initial comments of ITC^DeltaCom, Inc. ("DeltaCom") in the above-captioned proceeding. Because of the length and complexity of the initial interconnection agreement filed by BellSouth Telecommunications, Inc. ("BellSouth"), DeltaCom respectfully requests the opportunity to file additional suggestions and revisions, along with other CLECs by Friday, August 31, 2001.

Typically, when the terms and conditions of a similar lengthy agreement are negotiated between BellSouth and a CLEC, discussions and revisions take place over several months. The discussions between the parties take on a "workshop" format until consensus is reached on each and every section of the agreement. In the event consensus is not reached, the parties may petition the TRA for arbitration. Therefore, the CLECs strongly urge that the TRA staff, after receiving these comments, conduct a series of workshops with the parties, followed by a hearing to resolve any remaining issues.

This docket is very important to the CLEC industry in Tennessee. CLECs, however, need additional time, and perhaps an additional forum, in order to thoroughly review and provide meaningful commentary on this proposed Agreement. Thank you for your time and attention to this matter.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

Henry Walker wlm
Henry Walker

HW/wlm

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE
August 23, 2001**

In Re: Generic Docket to Establish)	Docket No. 01-00526
Generally Available Terms and Conditions)	
for Interconnection)	
)	

**COMMENTS OF ITC^DELTACOM ON BELL SOUTH'S GENERIC
INTERCONNECTION AGREEMENT FOR TENNESSEE**

AGREEMENT: General Terms and Conditions

Table of Contents: A Table of Contents should add a Table of Contents that identifies the subject matter of each Attachment.

Definitions: The Definitions outlined on the first page of the generic Agreement should be moved to a separate Attachment for Definitions. The Definitions Attachment should capture the many terms and acronyms used in the Agreement. For example, at least one CLEC's Agreement includes more than eight (8) pages of definitions and acronyms.

Section 2 Term of the Agreement

Section 2.1 *Comments:* The two year term is too short. Two years is not enough time to operationalize many of the complex service capabilities that CLECs need, i.e. many operational support system ("OSS") changes will not be able to go through BellSouth's Change Control Process and be implemented by BellSouth's OSS personnel in a two year timeframe. The process of going through negotiations and subsequent arbitration before the TRA pursuant to the Telecommunications Act of 1996 can take a year or more.

Section 2.3 *Comments:* The last sentence stated that if the parties continue negotiations beyond the expiration date or if the TRA does not issue an arbitration order before the "*expiration*" date, the terms, conditions, and prices ultimately ordered by the TRA or negotiated by the Parties shall be effective as of the expiration date of this Agreement, not as of the "*execution*" of this Agreement.

Section 3 Operational Support Systems

Comments: This section should not simply state what CLECs must pay for access to BellSouth's Operational Support Systems, especially because of the many electronic capabilities that BellSouth's retail operations can perform that CLECs cannot perform electronically. If this section is included at all in the General Terms and Conditions, this section should be modified to include the following:

BellSouth's Operational Support Systems ("OSS") cannot currently provide to CLECs the same electronic pre-ordering, ordering, provisioning, billing, maintenance and repair, as BellSouth's retail operations. As a result, BellSouth is working to improve its Operational Support Systems. This Agreement will be amended to reflect electronic capability that is available to CLECs when BellSouth is able to provide to CLECs the same electronic capabilities for performing the functions above as its retail operation currently is able to perform.

In addition, this Agreement may be modified from time to time to reflect changes to BellSouth's Change Control Process and other capabilities that CLECs request in order to provide services.

Section 4 Parity

Comments: This section should be deleted as its purpose seems to be self-serving for BellSouth to claim that it is meeting obligations it already has under the law. It is not necessary for BellSouth to restate those obligations here. If this section is not deleted, the following modifications should be made. First, the title of this section should be changed to "*BellSouth's Promise of Service Quality*". Every place that the language states that services shall be equal or at parity, the language should be modified to state..."*at least equal*" or "*at least at parity*".

Section 14 Adoption of Agreements

Comments: This section should be deleted. There is no reason to restrict CLECs from being able to "opt in" to an existing agreement due to BellSouth's unilateral decision that they should not be able to do so if only six months of the term remain. It may be reasonable to grant only a two year term if a CLEC opts in to an agreement when it has less than six months of its term remaining.

Section 15 Modification of Agreement

Comments: The first paragraph, which places an obligation on the CLEC to notify BellSouth of a name change or changes to its company structure

or identity due to a merger, acquisition, transfer or any other reason, should be made a mutual obligation. That is, BellSouth should be required to provide the same notice to CLECs.

Section 16 Non-waiver of Legal Rights

Section 16.1 *Comments:* Add a sentence to the last of this section to read:

If such appeals or challenges result in changes in the decision(s) the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

Section 26 Fees For Filing

Comments: Fees should be shared in total rather than fully imposed on CLECs.

Section 34 Entire Agreement

Section 34.2 *Comments:* The description of this section should be modified to state (change in italics):

This Agreement may include attachments with provision for services, including, *but not limited to:*

Network Elements and Other Services
Local Interconnection
Resale
Collocation

Add a New Section. Transfer of Exchanges.

Comments: There should be a section added that requires BellSouth to provide sixty (60) days' advance written notice to the CLECs if it sells any of its exchanges. Significant customer turmoil can be avoided if BellSouth is required to make it known that it will no longer be operating certain of the exchanges in its serving territory. The language should read as follows:

If BellSouth wishes to sell, exchange, or otherwise transfer ownership of any exchange in a portion of Tennessee served by BellSouth as an incumbent local exchange carrier ("Transfer") to a third party, BellSouth shall first apply to and gain written approval of the Tennessee

Regulatory Authority pursuant to TN. Code Ann. As used in the previous sentence, the term incumbent local exchange carrier shall be defined as stated in 47 U.S.C. Section 251(h). BellSouth will use its best efforts to facilitate discussions between CLEC and the purchaser or transferee of the exchange. BellSouth is not obligated to advocate on behalf of CLEC for the purchaser or transferee to adopt the interconnection terms.

Attachment 2 Network Elements and Other Services

Section 2 Unbundled Loops

- 2.1.1 *Comments:* Modify the first sentence of the definition of local loop to read as follows (change in italics):

The local loop Network Element (“Loop”) is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth’s central office and the loop demarcation point at an end-user premises, including inside wire owned *or controlled* by BellSouth.

- 2.1.4 *Comments:* Delete and replace the last sentence of Service Inquiry (“SI”) to read as follows:

When a Service Inquiry (“SI”) is required, the interval for completing the SI shall run concurrent with the interval for providing the Loop(s), unless mutually agreed that the intervals shall run sequentially.

- 2.1.5 and 2.1.6 *Comments:* Change references to “BellSouth’s TR73600” to “accepted industry specifications and standards.”

- 2.1.8.2 *Comments:* Delete and replace the last sentence of this section to read (change in italics):

BellSouth will repair these Loops as quickly as possible.

- 2.1.9.2 *Comments:* CLEC should be able to specify a time between 9am and 5pm NOT 4pm.

- 2.4.3.3 *Comments:* Change the section to read (change in italics):

At an additional *cost-based* charge, BellSouth also will make available Loop Testing so that CLEC may request further testing on the UCL-ND.

- 2.8.2.1 *Comments:* Modify the third sentence of this section to read as follows (change in italics):

The unbundled sub-loop distribution media is *currently* a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility.

- 2.8.2.8 *Comments:* Add the following sentence to this section:
BellSouth will perform all necessary construction without any additional costs to the CLEC should any additional construction be necessary to provision the access panel.

- 2.8.3.1 *Comments:* Change the first sentence of this section to read as follows (change in italics):

Unbundled Network Terminating Wire (“UNTW”) *currently* is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable (*or riser*) terminal or from a building entrance terminal to an individual customer’s point of demarcation.

- 2.8.3.3.1 *Comments:* Property Owners should not be burdened with the installation of a separate Access Terminal so that CLECs can access the pairs running to individual units. BellSouth argues for the separate Access Terminal so that CLECs are prevented from access pairs in BellSouth’s cross connect box. The Access Terminal limits the space in the equipment room, increases costs, and increases the risk that end-users will experience delays in obtaining service from CLECs. Therefore, this section should be modified as follows (change in italics):

On a multi-unit premises, upon request of the other Party (“Requesting Party”), the Party owning the network terminating wire will provide access to UNTW pairs *at its cross-connect box. Prior to accessing the UNTW pairs at the cross-connect box, CLEC will provide to BellSouth a mutually agreed upon certification that its technicians are certified to perform this work.*

- 2.8.3.3.3 *Comments:* If the change is made above to 2.8.3.3.1, this section should be deleted. However, if the change is not made to 2.8.3.3.1 above and this section is kept, it should be changed to read as follows:

Upon receipt of the UNTW Service Inquiry (“SI”) requesting access to the Provisioning Party’s UNTW pairs at a multi-unit

premises, BellSouth shall begin its internal process to ensure that the Access Terminal will be installed within the intervals identified in Section 2.8.3.3.1. BellSouth shall install the Access Terminal either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party may access any available pair on an Access Terminal. Therefore, BellSouth shall, upon the initial installation of the Access Terminal, connect all pairs to the Access Terminal. Requesting Party shall deliver and connects its central office facilities to the UNTW pairs within the Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end-user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.3.4 *Comments:* If the change is made above to 2.8.3.3.1, this section should be deleted. If the change to 2.8.3.3.1 is not made and Access Terminals will be required, this section should be modified to read as follows:

The Access Terminals shall be installed in new buildings without a specific request from any CLEC. BellSouth has agreed to install Access Terminals in garden style apartments, such installation to be complete by November 20, 2001. The interval for installation of Access Terminals in high-rise buildings shall be completed within thirty (30) days of a CLEC's written request.

- 2.8.3.3.5 *Comments:* If the change is made above to 2.8.3.3.1, this section should be deleted. If the change is 2.8.3.3.1 is not made and Access Terminals will be required, this section should be modified. *BellSouth* argues for the Access Terminals in order to prevent CLECs from accessing UNTW pairs at its cross box. As stated earlier, requiring Access Terminals rather than allowing CLECs direct access at BellSouth's cross connect box increases the risk that end-users will experience delays in obtaining service from CLECs. Access Terminals also take up limited space in equipment rooms and increase costs. Therefore, if this section is not deleted, it the first sentence should be modified to read as follows (change in italics):

BellSouth is responsible for obtaining the property owner's permission to install the Access Terminal(s).

- 2.8.3.3.6 *Comments:* This section should be modified to delete the first sentence and modify the remaining language as follows (changes in italics):

Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs *using a supplement to the initial SI that indicates to BellSouth how many pair have been activated.*

- 2.8.3.3.7 *Comments:* The second sentence should be modified to read (changes in italics):

Requesting Party must *identify electronically* or tag the UNTW pair that requires repair.

- 2.8.3.3.8 *Comments:* This section should be modified to read as follows:

BellSouth requested the use of Access Terminals to prevent CLECs from obtaining direct access to UNTW pairs at its cross connect box. As a result, the cost of the Access Terminal(s) shall be borne by BellSouth.

- 2.8.7.4.1 *Comments:* This section should be modified to read as follows:

BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Bellsouth may reserve no more than 20% of the remaining spare capacity in a particular Dark Fiber span for its future planned use.

Section 3 High Frequency Spectrum Network Element

- 3.1.3 *Comments:* This section should be modified as follows (changes in italics):

...BellSouth is not required to condition a Loop for access to the High Frequency spectrum if conditioning of that Loop significantly degrades BellSouth's voice service. If CLEC requests that BellSouth condition a Loop longer than 18,000 ft. *and BellSouth concludes that such conditioning significantly degrades the voice services on the Loop, BellSouth shall restore the Loop to its original state. In any case in which BellSouth concludes that its voice service is significantly degraded, BellSouth shall provide to CLEC the test results on the Loop before and after the Loop was conditioned.*

- 3.2.1.1 *Comments:* Modify the first sentence of this section as follows (changes in italics). The remainder of the section should remain unchanged except the interval for installing splitters should be 36 days instead of 42 days.

To order High Frequency Spectrum on a particular Loop, CLEC must have a Digital Subscriber Line Access Multiplexer (“DSLAM”) collocated in the central office *or in a remote terminal location*, that serves the end-user of such Loop.

(BellSouth has agreed to the shorter interval in BellSouth’s Collaborative on Line Sharing currently underway in Georgia).

Section 3.2.1.3 *Comments:* Modify this section to indicate that CLECs may purchase ports on a splitter in increments of EIGHT and not twenty-four. BellSouth has agreed to CLECs being able to purchase splitter ports in increments of eight (8) in BellSouth’s Collaborative on Line Sharing currently underway in Georgia. In addition, CLECs need more than 30 days’ notice that the splitter supplier will change. The last two sentences of this section should be modified to read as follows (changes in italics):

...At least 90 days before making a change in splitter suppliers, BellSouth will provide CLEC with a carrier notification letter informing CLEC of the change. CLECs *may purchase ports* on the splitter in increments of *eight* ports.

3.2.2.1 *Comments:* Add an additional sentence to this section to allow “One Order” capability (changes in italics):

BellSouth will provide CLEC the Local Service Request (“LSR”) format to be used when ordering the High Frequency Spectrum. *In addition, CLECs may use one order for Loop Qualification and Conditioning for an Unbundled Loop with one LSR, including the ordering of the splitter.*

3.2.4.1 *Comments:* The splitter should be considered part of the Loop for providing the Line Splitting service. BellSouth has a current obligation to provide line splitting and is required to work cooperatively with CLECs in providing line splitting. Trouble isolation problems and finger pointing are inevitable in a scenario where the splitter is not considered part of the Loop. This section should be modified require BellSouth to own and maintain the splitter as a part of the Loop. The next to last sentence should be changed to read:

BellSouth shall own and maintain the splitter as a part of the Loop for Line Splitting.

Section 4 Local Switching

- 4.2.3 *Comments:* BellSouth's pricing should be at TELRIC rates. Therefore, this section should be modified to read as follows (changes in italics):

In the event that CLEC orders local circuit switching for an end-user with four (4) or more 2-wire voice-grade loops *at a specific end-user's location* from a BellSouth central office in the MSA listed above, BellSouth shall charge CLEC the *TELRIC* based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.

- 4.3.2.1 *Comments:* A sentence should be added between the first and second sentence of this section to read:

If CLEC's switches provide same the geographical coverage as BellSouth's tandem switches, CLEC shall charge BellSouth the tandem interconnection rate.

Section 5 Unbundled Network Element Combinations

- 5.3.2 *Comments:* The section reference is incorrect in this section.

- 5.3.5.7 *Comments:* BellSouth refused to provide UNE combinations until February, 2000. In addition, BellSouth still does not allow CLECs to order UNE combinations electronically. Because CLECs could not order combinations due to BellSouth's refusal to process those orders and because of the errors and delays of manual ordering, many CLECs entered into contracts for special access services because they could not order UNEs or cannot order them in an efficient manner. As a result, this section should be changed to reflect the difficult situation BellSouth's refusal to provide combinations and its failure to provide electronic ordering has caused CLECs. This section should be changed to read:

CLEC may convert special access to combinations of loop and transport UNEs until BellSouth provides an electronic ordering capability for UNEs that has been tested and which provides equivalent functionality to the electronic ordering capability BellSouth provides for access services. Until such time, CLECs can order such combinations electronically through special access, however, BellSouth will only charge CLECs the UNE rates for these combinations.

- 5.6.2 *Comments:* This section needs a clearer definition of what "currently combines" means. The last sentence should also be deleted. This section should be modified to read as follows:

BellSouth shall make available all UNE port/loop Combinations (currently combined and new in Tennessee. *“Currently combined” means Network Elements that BellSouth ordinarily combines in its own network in the manner in which they are typically combined even if the particular Network Elements being ordered are not actually physically connected at the time the order is placed.*

5.6.4 *Comments:* This sentence should read (changes in italics):

BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in Nashville, TNMSA to CLEC if CLEC's customer has 4 or more DSO equivalent lines *at an end-user's particular location.*

Section 10 Operator Service and Directory Assistance

10.1 *Comments:* BellSouth is currently obligated to provide access to its Operator Services and Directory Assistance services. There is no need for language stating that BellSouth's obligation could change if and when the TRA issues an order, as stated in BellSouth's generic interconnection agreement language. The change of law provision takes care of this concern. This section should be modified to read as follows:

BellSouth shall provide nondiscriminatory access to its Operator Services and Directory Assistance Service functions at the rates set forth in Exhibit B.

Attachment 3 Network Interconnection

The TRA should review the Attachment 3 contained in AT&T's interconnection agreement with BellSouth filed in Kentucky on July 20, 2001 and consider adopting large portions, if not all, of that language for this Attachment. At the least, the following sections in Attachment 3 should be modified as shown below.

3.2.1 *Comments:* CLECs have not and should not build the hierarchical network of switches that are contained in BellSouth's network as a result of its status as a monopoly provider of basic local telephone services throughout its territory. CLECs are at the initial stages of constructing networks and will be installing switches with a totally different capital structure and far less opportunity for serving large numbers of customers over a short period of time—far unlike the ready customer base BellSouth has always had as the exclusive provider of local telephone

service. As a result, CLECs' network architecture is entirely different from BellSouth's. CLECs will never have the number of switches that BellSouth has in any given geographic area. As a result, the old rules of intercarrier compensation cannot be carried forward if local services competition is to develop. As a result, it is critical that BellSouth be financially responsible for delivering traffic from its customers to the CLEC's designated point of interconnection.

CLECs should be able to designate one point of interconnection in a LATA to which BellSouth should be financially responsible for delivering its traffic. Therefore, this section should be modified to read as follows:

Each Party is responsible for providing, engineering, and maintaining the network on its side of the IP. The IP must be located within the LATA in which the local traffic is originating. Each Party may designate as few as a single point of interconnection. Each Party is responsible for delivering its traffic to the designated point(s) of interconnection. Each Party is financially responsible for delivering its traffic to the designated point(s) of interconnection.

Section 7 Mutual Provision of Switched Access Service

7.13.1 *Comments:* This section seeks to allow BellSouth to bill switched access for Voice Over Internet Protocol calls. Until the FCC acts, state commissions should not regulate in this area in a way that increases costs and stifles development of services using this protocol. As a result, this section should be modified to read as follows:

Switched Access Traffic is described in the BellSouth Access Tariff. Calls that originate and may terminate in different LATAs shall be considered Switched Access Traffic. Until the FCC issues an order defining the compensation mechanism, "Voice Over Internet Protocol" calls, though they originate in one LATA and terminate in another LATA, shall not be considered Switched Access Traffic and shall not be subject to switched access charges. No intercarrier compensation shall be billed for these calls.

Attachment 4 Collocation

CLECs need additional time to each review the "true-up" provisions included in this attachment.

Attachment 6 Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

CLECs need additional time to read this section carefully to assure that the language accommodates any limitations that may exist with their OSS and interfaces.

Attachment 7 Billing

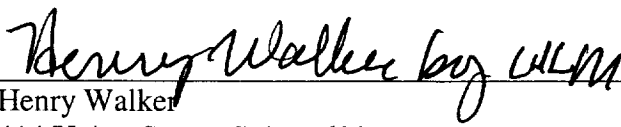
CLECs need additional time to read this language carefully to assure that it addresses limitations that may exist in their billing systems, the ability to accept or generate CABS or CRIS formats, etc.

Attachment 9 Performance Measurements

The TRA's open generic docket on performance measures will provide the performance measures plan that should be incorporated into this section.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
Henry Walker
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, Tennessee 37219
(615) 252-2363

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of August, 2001, a copy of the foregoing document was served on the parties of record, via hand-delivery, overnight delivery or U.S. Mail, postage prepaid, addressed as follows:

H. LaDon Baltimore, Esq.
Farrar & Bates
211 Seventh Ave. No., #320
Nashville, TN 37219-1823

Charles B. Welch, Esq.
Farris, Mathews, et al
618 Church St., Suite 300
Nashville, TN 37219

Jon E. Hastings, Esq.
Boult, Cummings, et al.
P.O. Box 198062
Nashville, TN 37219-8062

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce Street, #2101
Nashville, TN 37201-3300

Tim Phillips, Esq.
Attorney General's Office
Consumer Advocate and Protection Division
P.O. Box 20207
Nashville, TN 37202

Dana Shaffer, Esq.
XO Tennessee, Inc.
105 Molloy St.
Nashville, TN 37201

